

## Service Order – Great Migration

### 1. INFORMATION

|                              |   |
|------------------------------|---|
| <b>Customer Name:</b>        | City of Durham  |
| <b>Order Effective Date:</b> | Latest date signed below.   |
| <b>Initial Term:</b>         | <ul style="list-style-type: none"><li>• Commencing on Order Effective Date</li><li>• Ending 60 months after Acceptance of A9-1-1 VIPER Services</li></ul> |
| <b>Renewal Terms:</b>        | Automatic annual renewal unless notice of termination is given by either party at least 90 days before expiration of the then-current term.               |
| <b>Governing Agreement:</b>  | Agreement for Services Dated November 17, 2009  |

### 2. REPLACEMENT OF EXISTING SERVICES

This Order, including the Service Guides listed below, replaces in its entirety as of the Order Effective Date that certain Advanced 9-1-1 Routing and Automatic Location Information (ALI) Management Statement of Work between the parties dated as of November 17, 2009, including all change orders and service enhancement requests made thereunder.

### 3. SERVICE DESCRIPTION

Intrado will provide the following services (“Services”) as described in the attached or referenced Service Guide(s), at the prices stated in this Order. Customer will fulfill its responsibilities stated in the Service Guide(s). The Service Guide(s) may also describe Optional Services not included in the standard Services, which Customer may purchase at this time or by completing a future Order, all at the prices stated herein (if applicable).

#### 3.1 Purchased Services for The Great Migration

| Service                         | Service Guide  |
|---------------------------------|--|
| A9-1-1 Location Data Management | A9-1-1 Location Data Management Service Guide Ver. 2012.04.13<br>A9-1-1 Shared Service Guide Ver. 2012.05.07 |
| A9-1-1 VIPER®                   | A9-1-1 VIPER (Great Migration) Service Guide Ver. 2012.04.13<br>A9-1-1 Shared Service Guide Ver. 2012.05.07  |
| A9-1-1 Routing                  | A9-1-1 Routing Service Guide Ver. 2012.04.20<br>A9-1-1 Shared Service Guide Ver. 2012.05.07                  |

| Service                     | Service Guide   |   |
|-----------------------------|---|---|
| A9-1-1 Txt 2 9-1-1          | A9-1-1 Enhanced Data Services   | Txt29-1-1 Service Guide ver. 2012.04.13<br>A9-1-1 Shared Service Guide Ver. 2012.05.07                  |
| A9-1-1 Media                |   | A9-1-1 Media Service Guide Ver. 2012.04.13<br>A9-1-1 Shared Service Guide Ver. 2012.05.07               |
| A9-1-1 Address Intelligence |   | A9-1-1 Address Intelligence Service Guide Ver 2012.04.13<br>A9-1-1 Shared Service Guide Ver. 2012.05.07 |
| A9-1-1 GIS Data Management  | See section 5.6 below.  |   |
| A9-1-1 i3 Services          | i3 Service Guide Ver. 2012.04.13<br>A9-1-1 Shared Service Guide Ver. 2012.05.07 |   |

### 3.2 *Optional Services*

| Optional Services Purchased with this Order | Service Guide |
|---|---------------|
| None  | n/a           |

### 3.3 *Out of Scope Services*

Customer requests for services outside of the Service Guide or this Order will require a separate change order executed by the parties.

## 4. *PRICING*

### 4.1 *Fees*

The following are the fee(s) and payment schedule for the Services listed in Section 2. Fees are based on the following initial number of Customer PSAPs and positions:

**Number of PSAPs: 2 (1 primary, 1 backup)**

**Number of Positions: 30 (18 primary, 12 backup)**

| Service   | Monthly Recurring Fee<br>("MRF") |
|---|----------------------------------|
| A9-1-1 Location Data Management                     | \$6,695.00                       |
| A9-1-1 VIPER  | \$20,000.00                      |
| A9-1-1 Routing                                      | \$26,122.00                      |
| A9-1-1 Enhanced Data                                | \$6,325.00                       |
| A9-1-1 GIS Data Management<br>Services and Software | \$1,088.00                       |
| A9-1-1 i3 Services                                  | No additional fee                |
| <b>Total Not To Exceed MRF</b>                      | <b>\$60,230.00</b>               |

## 4.2 Pricing Notes

- If applicable, OTFs will be invoiced on the Order Effective Date.
- MRFs for A9-1-1 Location Data Management and A9-1-1 Routing Services will commence as of the Order Effective Date. Other MRFs will commence as of the date of Acceptance of each Service (see section 5.7 below). MRFs for Enhanced Data Services will commence as of the date of Acceptance of the first Enhanced Data Service. The MRF(s) will be prorated on a thirty (30) calendar day month for the first monthly recurring fee invoice billing for each Service component.
- If requested, additional PSAPs may be added through a change order (see section 3.3 above). The fees above apply to all positions, even if a specific position is not using a particular Service.
- The professional services rate of \$275.00 per hour will apply to out of scope services unless a recurring rate is agreed by the parties for such services.
- Intrado will determine if it is necessary to go on-site to repair a problem with the Services. For premise visits requested by Customer, fees will apply at the above professional services rate, including travel time, with a two hour minimum, during Intrado local business hours (8am-5pm, M-F, excluding Intrado-observed holidays), with additional rates if the visit extends before or after these hours.

## 5. SERVICE SPECIFIC TERMS

### 5.1 Single Point of Contact; Escalation

Intrado will provide Customer with a Program Manager who will serve as the Customer's single point of contact (SPOC) for management of all aspects of the initial A9-1-1 Services implementation and ongoing service, including the migration to A9-1-1 i3 Services. This includes process development, data migration, equipment installation, system configurations, testing, production turn-up and on-going service and support. The SPOC will also be responsible for assessments, planning and implementation of A9-1-1 i3 Services.

The Program Manager will continue to serve as Customer's primary point of contact for issues resolution, escalations, enhancement requests, and planning.

Additionally, Intrado and Customer will exchange key contacts for technical, operational, and managerial personnel assigned to the A9-1-1 Services deployment and ongoing support. In addition, Intrado will provide Customer with an emergency support 24x7x365 contact number and an escalation contact list. Each party will update and publish these lists on a regular basis.

## ***5.2 Network Connectivity***

Intrado will provide and install redundant MPLS connectivity and network communications equipment from Intrado's A9-1-1 network to the Intrado Point of Interconnect (POI) located at the Customer's hosted CPE location(s). Intrado will provide necessary back-office routers and LAN switches to facilitate this connectivity. This network may only be used by Customer in connection with the use of Intrado's Services.

## ***5.3 Implementation***

Intrado will deploy the Services individually or in functional bundles, as the parties agree and define in a mutually acceptable project plan to be completed following execution of this Order.

## ***5.4 i3 Services***

Intrado will provide transition services to migrate Customer to the i3 Services as described in the i3 Service Guide referenced above.

## ***5.5 CAD Integration Services***

Intrado will manage coordination with Customer's CAD vendor to enable delivery of A9-1-1 Enhanced Data Services via the CAD system. The CAD Integration program includes:

- ESMI Partner Guide
- Access over a VPN to the Intrado ESMI test facility
- Sample non-runnable ESMI code
- Message examples for each service that will be integrated
- Test Plans and test cases for the chosen data services
- Service Descriptions/Specifications/message
- Time in the Intrado ESMI Certification lab to validate A9-1-1 Enhanced Data Services end to end
- Engineering support by an engineering specialist. Engineering support will be available for a total of 160 hours with a maximum of 20 hours in any business week.

## 5.6 *A9-1-1 GIS Data Management Services and Software*

- a. Generally. A9-1-1 GIS Data Management Service offers a comprehensive and methodical approach to GIS data management that includes flexible procedures individualized to each authority. The overall goal is to help the Customer to create and maintain the authoritative GIS database for 9-1-1 purposes. GIS data, as provided by the Customer, will be used in NG911 transition services, provisioning of the LVF, ECRF and for PSAP map displays. The following GIS Data Management professional services and software tools are included in this Order:
  - Professional services as required to convert Customer's i3-related GIS data into a format that will operate with the Intrado-provided interfaces for the A9-1-1 i3 Services. Intrado will support customer in creation and maintenance of GIS layers required to support i3, including Police, Fire, and EMS response boundaries, street centerlines, and address points. This includes services provided by Intrado's experienced 9-1-1 GIS Data Analyst team to provide remote GIS data management assistance to the Customer, including collection of existing GIS data and/or paper maps, GIS data accuracy validation and reporting, and data correction and editing where applicable. In addition, the Intrado GIS Data Analyst team will work with the Customer to provide an agreed upon mechanism for data sharing, reporting, and other GIS project management tasks.
  - Licenses for 4 seats of MapSAG software, Intrado's GIS Data Management software tools which allow the Customer to create and maintain accurate 9-1-1 GIS data and to synchronize the GIS and 9-1-1 databases. The software is installed locally, at the Customer location, and operates through a simple interface within ESRI's ArcGIS Desktop (ArcView, ArcEditor, or ArcInfo) product. (Esri software is not included.)
- b. Optional GIS Services. Intrado offers other optional Enterprise GIS Data Management services that are available for separate purchase, including:
  - Documented data management and sharing procedures
  - Data validation and quality assurance/quality control
  - Customer portal for GIS data management
  - Hosting or managing Customer's GIS data
  - Best practices recommendations
  - Supplemental GIS professional services (e.g. support for GIS layers not required to support i3, such as boat ramps, public spaces, hiking trails, etc.)
- c. Software Maintenance and Technical Support. Intrado will provide telephone support for all users during normal business hours (8am-5pm Mountain Time, excluding Intrado holidays), as well as software updates, including patches and updates of major and minor releases. Outside the scope of technical support is any assistance with third-party software or hardware not provided by Intrado, including Esri software functionality that is outside the Intrado GIS software functions. The interface of Intrado's GIS software products with the Esri software is included in support.
- d. Training. Intrado will provide a one day on-site training session for its software products. Training and a training schedule will be mutually agreed upon by Intrado and Customer. Training will enable Customer to train additional employees. Customer is responsible for identifying the training attendees and for training additional personnel, as necessary, or contracting with Intrado to provide additional training.
- e. License Terms. Subject to the terms of the Order and Agreement, Intrado grants Customer a nonexclusive, nontransferable, non-sublicensable license for the term of the Order to use the GIS

software identified in this Order (“Software”) solely for Customer’s internal purposes, and to make a reasonable number of copies of the Software solely for storage, backup, archive and disaster recovery purposes. The Software is Intrado IP under the terms of the Agreement. Customer will not directly or indirectly (a) sell, lease or, sublicense or otherwise transfer the Software; (b) decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Software; (c) modify or enhance the Software or write or develop any derivative software or any other functionally compatible, substantially similar or competitive products; (d) network the Software or use the Software to provide processing services to third parties, commercial timesharing, rental or sharing arrangements or otherwise use the Software on a service bureau basis; (f) provide, disclose, divulge or make available to, or permit use of the Software by any third party without Intrado’s prior written consent; or (g) use or copy the Software except as permitted hereunder. On termination, Customer will to the extent applicable (a) cease using the Software, and (b) certify to Intrado within one month after termination that Customer has destroyed or has returned to Intrado the Software and all copies.

### ***5.7 Service Acceptance***

Intrado will provide Customer with notice of availability of each Service. Acceptance of each Service (“Acceptance”) will occur on the earliest of the following events: (1) Customer provides written notice of acceptance; (2) the Service is used by Customer in a live environment, or (3) three calendar days pass after Intrado’s notice of Service availability without receipt of a Customer notice of material defect.

### ***5.8 Limited Exclusivity***

Customer grants Intrado the exclusive right to provide the Services or similar services to Customer. Intrado may provide services similar or identical to the Services to any other entity or person, whether or not such services are used for emergency purposes; provided, however, that Intrado does not use Confidential Information of Customer to do so.

## 6. *ENTIRE AGREEMENT*

This Order is an Attachment under the Master Agreement. This Order and its Appendices and Service Guides, along with the Master Agreement, constitute the parties' entire agreement and supersede any prior written or oral agreements related to its subject matter, including any proposals or marketing materials. The order of precedence for any conflicts is: (i) this Order; (ii) the Service Guide(s); and (iii) the Master Agreement. This Order may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

**CITY OF DURHAM**

**INTRADO INC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Mary Hester

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

EVP

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date signed:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date signed: